

EPA Region 10 Superfund

Releasable

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POLICY No. **SEK TEL 00831C**
Renewal of SR

EXCESS LIABILITY POLICY

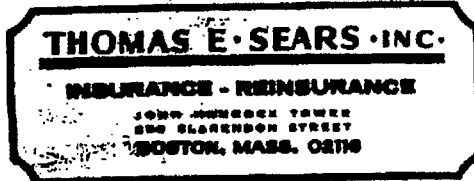
STOCK COMPANY

TRANSPORT INDEMNITY COMPANY
3670 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010

DECLARATIONS

Item 1. Named Insured and Address

MONSANTO COMPANY, ETAL.
(AS PER UNDERLYING POLICY)
800 NORTH LINDBERGH BOULEVARD
ST. LOUIS, MISSOURI 63166



Item 2. Policy Period:

From **APRIL 1, 1984** to **APRIL 1, 1985**
12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3. Underlying Insurance:

SEE EXCESS UMBRELLA POLICY DECLARATIONS

Item 4. Limit(s) of Coverage

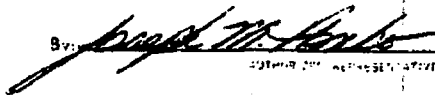
Hereunder:

SEE EXCESS UMBRELLA POLICY DECLARATIONS

Item 5. Premium: **\$9,375.00 FLAT ANNUAL**

Item 6. Cancellation: **SIXTY (60) DAYS**

Date: **APRIL 12, 1984**

By: 

TRANSPORT INDEMNITY COMPANY
TRANSPORT UNDERWRITERS ASSOCIATION
UNDERWRITING MANAGERS

1-2000

MONS 158894

EXCESS LIABILITY POLICY



**TRANSPORT INDEMNITY COMPANY
3670 WILSHIRE BLVD.
LOS ANGELES, CALIFORNIA 90010**

MONS 158895

TRANSPORT INDEMNITY COMPANY HOME OFFICE - LOS ANGELES, CALIFORNIA

(A stock insurance company, herein called the Company)

In consideration of the payment of the premium and subject to the Declarations, Terms and Conditions hereof, the Transport Indemnity Company, 3670 Wilshire Boulevard, Los Angeles, California 90010 (hereinafter called the "Company") and the party or parties named in Item 1 of the Declarations (herein called the Insured) do hereby agree as follows:

TERMS AND CONDITIONS

INSURING AGREEMENT

1. The Company hereby indemnifies the Insured against ultimate net loss in excess of and arising out of the hazards covered and as defined and in excess of the underlying insurance as shown in Item 3 of the Declarations (hereinafter referred to as "underlying insurance") but only up to an amount not exceeding the limit(s) shown in Item 4 of the Declarations.

2. Except as may be inconsistent with this Policy, the coverage provided by this Policy shall follow the insuring agreements, conditions and exclusions of the underlying insurance (whether primary or excess) immediately preceding the layer of coverage provided by this Policy, including any change by endorsements. The Company shall be notified of any change in coverage or premium in such underlying insurance and copies thereof shall be furnished to the Company upon request.

3. The limits of the underlying insurance shall be maintained in full effect during the currency of this Policy except for reduction of such limits by exhaustion of aggregate limits (if any) contained therein solely by payment of claims resulting from accidents or occurrences happening during the period thereof. Failure of the Insured to comply with the foregoing shall not invalidate this Policy but in the event of such failure the company shall be liable only to the extent that it would have been liable had the Insured complied therewith.

4. Unless aggregate limits are specifically stated in Items 3 and 4 of the Declarations, the coverage provided by this Policy applies only with respect to each accident or occurrence for limits in excess of the amount provided for same in the underlying insurance and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits (if any) in the underlying insurance.

5. If aggregate limits are specifically stated in Item 3 and 4 of the Declarations, this Policy will apply in excess of reduced underlying insurance provided such reduction in the underlying insurance is solely the result of accidents or occurrences happening after the inception date of this Policy. The Insured shall give the Company written notice as soon as possible of any reduction or exhaustion of such aggregate limit in the underlying insurance.

6. If more than one insured is named in the Declarations such additional Insured(s) shall not have the effect of increasing the Company's limit of liability for each accident or occurrence stated in Item 4 of the Declarations.

PREMIUM

7. Premium due the Company for this excess insurance shall be that amount shown in Item 5 of the Declarations and is payable upon delivery of this Policy.

NOTICE OF LOSS

8. The Insured shall immediately advise the Company of any accident or occurrence which appears likely to result in liability under this Policy and of subsequent developments likely to affect the Company's liability hereunder. At no time shall the Company be called upon to assume charge of the settlement or defense of any claims made or suits brought or proceedings instituted against the Insured, but the Company shall have the right and shall be given the opportunity to associate with the Insured or its underlying insurer or insurers, or both, in the control, defense and/or trial of any claims, suits or proceedings which, in the opinion of the Company, involves or appears reasonably likely to involve the Company. If the company avails itself of such right and opportunity, the Insured, any underlying insurer or insurers and the Company shall cooperate in the control, defense and/or trial of such claims, suits or proceedings, so as to effect a final determination thereof. Failure on the part of the Insured or the underlying insurer or insurers to cooperate shall relieve the Company, at its option, of liability under this Policy.

9. The Insured shall be solely responsible for the investigation, settlement, defense and final disposition of any claim made or suit brought or proceeding instituted against the Insured to which this Policy would apply and which no underlying insurer or insurers is obligated to defend. The Insured shall use due diligence and prudence to settle all such claims and suits which in the exercise of sound judgment should be settled, provided, however, that the Insured shall not make or agree to any settlement for any sum, in excess of the underlying insurance, without the approval of the Company.

10. The Insured shall (a) cooperate with the underlying insurer or insurers, as required by the terms of the underlying insurance, (b) comply with all the terms and conditions thereof and (c) enforce any right of contribution or indemnity against any person or organization who may be liable to the Insured, because of liability with respect to which insurance is afforded under this Policy and the underlying insurance.

LOSS PAYABLE

11. The Company's obligation to pay any ultimate net loss and costs with respect to any accident or occurrence falling within the terms of this Policy shall not attach until the amount of the applicable underlying limit has been paid by or on behalf of the Insured on account of such accident or occurrence. The Insured shall make claim for any ultimate net loss and costs under this Policy within a period of not exceeding twelve (12) months after (a) the Insured shall have paid ultimate net loss in excess of the underlying limit, with respect to any accident or occurrence, or

(b) the Insured's obligation to pay such amounts shall have been finally determined, either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the company.

12. All losses covered by this Policy shall be due and payable by the Company within thirty (30) days after claim has been presented and proper proof of payment of ultimate net loss and costs has been submitted, all in accordance with the terms above.

ULTIMATE NET LOSS AND COSTS

13. Ultimate net loss, as used herein, shall be understood to mean the sum paid in settlement of losses for which the Insured is liable after making deductions for all recoveries, salvages and other insurances (other than recoveries under the underlying insurance, policies of co-insurance, or policies specifically in excess hereof), whether recoverable or not, and shall exclude all "Costs".

14. The word "costs", as used herein, shall be understood to mean interest on judgments, investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the Insured is not covered by the underlying insurance (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the Insured, and (c) regular fees paid to counsel on general retainer.

15. Costs incurred by the Insured, with the written consent of the Company, shall be apportioned as follows:

- (a) in the event of claim or suit arising which appears likely to exceed the underlying insurance limit or limits, no Costs shall be incurred by the Insured without the written consent of the Company.
- (b) should such claim or suit be settled previous to going into court for not more than the underlying insurance limit or limits, then no Costs shall be payable by the Company.
- (c) should, however, the sum for which the said claim or suit may be settled exceed the underlying insurance limit or limits, then the Company, if it approves such settlement or consents to the proceedings continuing, shall contribute to the Costs incurred by the Insured in the ratio that is proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.
- (d) in the event the Insured elects not to appeal a judgment in excess of the underlying insurance limit or limits, the Company may elect to conduct such appeal at its own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Company exceed its limit or limits of liability as stated above, plus the costs of such appeal.
- (e) in the event a judgment is rendered in excess of the underlying insurance limit or limits and the underlying insurer or insurers elect to appeal such judgment, the duty of obtaining an appeal bond in regard to liability in excess of the underlying insurance limit or limits shall rest with the Insured and its underlying insurer or insurers.

SUBROGATION AND SALVAGE

16. All salvages, recoveries or payments recovered or received subsequent to a settlement under this Policy shall be apportioned as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company, provided always that nothing in this clause shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been finally ascertained.

17. Inasmuch as this Policy is Excess Insurance, the Insured's right of recovery against any person cannot be exclusively subrogated to the company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other parties (including the Insured) concerned, in the

exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any parties (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them, the company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly the parties (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the parties (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

18. Nothing herein contained shall be construed to mean that the Insured shall be required to enforce by legal action any right of subrogation or indemnity before the Company shall pay any loss covered hereunder.

TERM

19. This Policy applies only to accidents or occurrences happening between the effective and expiration dates shown in Item 2 of the Declaration, unless otherwise cancelled.

NUCLEAR INCIDENT EXCLUSION

20. It is agreed that this Policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an Insured under this Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provisions relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use

of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used herein:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such

equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 230 grams of uranium 235.

- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

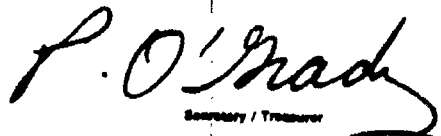
With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

21. This Policy may be cancelled by either party upon written notice, such notice to be not less than the number of days set forth in Item 6 of the Declarations. If cancellation is at the request of the insured, adjustment of premium shall be at short rate and if cancelled by the Company, adjustment shall be pro rata. However, in the event of cancellation or non-renewal of the underlying insurance immediately preceding this Policy, this Policy terminates as of the same date without notice to the insured. The Company may, however, cancel this Policy absolutely on five (5) days' notice for non-payment of premium due. Notice shall be given by the insured to the Company at 3670 Wilshire Boulevard, Los Angeles, California 90010 and by the Company to the insured at the latter's address as shown in the Declarations. Notice by the Company to the first Named Insured, if more than one, shall be deemed notice to any other interests included as an insured.

IN WITNESS WHEREOF the Transport Indemnity Company has caused this Policy to be signed by its President and Secretary, but same shall not be binding upon the Company unless countersigned by an authorized representative of the Company.

TRANSPORT INDEMNITY COMPANY


President


Secretary / Treasurer

EXCESS UMBRELLA POLICY DECLARATIONS

ITEM 1. Named Insured: MONSANTO COMPANY, ETAL. (AS PER UNDERLYING POLICY)

ITEM 2. Underlying Umbrella Policies: UNDERWRITERS AT LLOYD'S OF LONDON AND VARIOUS
OTHER INSURANCE COMPANIES

ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2): \$100,000,000.00

ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): \$100,000,000.00

ITEM 5. Limit of Liability (Insuring Agreement 2): \$5,000,000.00 PART OF \$40,000,000.00

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): \$5,000,000.00 PART OF \$40,000,000.00

ITEM 7. Notice of Occurrence (Condition 4) to: TRANSPORT INDEMNITY COMPANY
3670 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010

NAMED INSURED:

As stated in Item 1 of the Declaration forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

INSURING AGREEMENTS

1. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

(a) imposed upon the Insured by law;
or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages, direct or consequential and expenses on account of:

- (i) Personal Injuries, including death at any time resulting therefrom;
- (ii) Property Damage;
- (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the World, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations, (hereinafter called the "Underlying Umbrella Insurers").

Attached to and forming part of Policy No. TEL 00831C

Dated at ROLLING MEADOWS, ILLINOIS

this 12TH day of APRIL, 1984

DWL/jmf

☒ TRANSPORT INDEMNITY COMPANY

☐ COMPAC INSURANCE COMPANY

By [Signature]
(Authorized Representative)

TC-0001

MONS 158899

2. LIMIT OF LIABILITY - UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:
\$ (as stated in Item 3 of the Declaration) Ultimate Net Loss in respect of each occurrence, but
\$ (as stated in Item 4 of the Declaration) in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured,

and the Company shall then be liable to pay only the excess thereof up to a further
\$ (as stated in Item 5 of the Declaration) Ultimate Net Loss in respect of each occurrence - subject to a limit of
\$ (as stated in Item 6 of the Declaration) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

CONDITIONS

1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY.

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other Excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this insurance in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy, the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declaration prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.

3. CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or their representatives by mailing written notice to the other party stating when not less than the number of days set forth in Item 6 of the Excess Liability Policy Declarations. The Company may, however, cancel this Policy absolutely on ten (10) days' notice for non-payment of premium due. The mailing of notice as aforesaid by the Company or their representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or their representatives shall be equivalent to mailing.

If this policy shall be cancelled by the Named Insured, the Company shall retain the customary short rate proportion of the premium for the period this insurance has been in force. If this Policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium.

4. NOTICE OF OCCURRENCE.

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be sent as stated in Item 7 of the Declaration as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy, shall be in excess of and shall not contribute with such other insurance.

MONS 158900

**ENDORSEMENT
TRANSPORT INDEMNITY COMPANY
COMPAC INSURANCE COMPANY**

NO.	POLICY NUMBER	INSURED	END. EFFECTIVE DATE
3	TEL 00831C	MONSANTO COMPANY, ETAL. (AS PER UNDERLYING POLICY)	4/1/84 (1984 A.M.)

IN CONSIDERATION OF NO ADDITIONAL PREMIUM, IT IS UNDERSTOOD AND AGREED
THAT THE FOLLOWING ENDORSEMENT BECOMES A PART OF THIS POLICY:

FOLLOWING FORM RIDER

EXCEPT AS OTHERWISE SPECIFICALLY AMENDED BY ENDORSEMENT ATTACHED HERETO,
IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME INSUREDS
AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS
(EXCEPT AS REGARDS THE PREMIUM, AND THE AMOUNT AND LIMITS OF LIABILITY)
AS ARE CONTAINED IN THE UNDERLYING UMBRELLA LIABILITY POLICY OR RENEWALS
THEREOF WRITTEN BY UNDERWRITERS AT LLOYDS OF LONDON AND VARIOUS COMPANIES.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This endorsement when countersigned by a duly authorized representative of the Company shall be valid and form part of the abovesaid policy.

☒ TRANSPORT INDEMNITY COMPANY
☐ COMPAC INSURANCE COMPANY

DWL/jmf
7/6/84

BY: _____

MONS 158901

**TRANSPORT INDEMNITY COMPANY
COMPAC INSURANCE COMPANY**

2.	POLICY NUMBER	INSURED	INS. EFFECTIVE DATE
2	TEL 00831C	MONSANTO COMPANY, ETAL. (AS PER UNDERLYING POLICY)	4/1/84 (1984 A.M.)

☐ ADDITIONAL PREMIUM \$
☐ RETURN PREMIUM \$
☒ NIL \$ -0-
 TOTAL \$ -0-

IS UNDERSTOOD AND AGREED THAT:

- | | | |
|---|---|--|
| <input type="checkbox"/> 1. PREMIUM | <input checked="" type="checkbox"/> 7. COVERAGE | <input type="checkbox"/> 12. COVERAGE IS CANCELLED |
| <input type="checkbox"/> 2. DEPOSIT PREMIUM | <input type="checkbox"/> 8. INCEPTION DATE | <input type="checkbox"/> SHORT RATE |
| <input type="checkbox"/> 3. MINIMUM PREMIUM | <input type="checkbox"/> 9. EXPIRATION DATE | <input type="checkbox"/> PRO RATE |
| <input type="checkbox"/> 4. RATE | <input type="checkbox"/> 10. TERMS | <input type="checkbox"/> 13. ADDITIONAL INSURED BUT ONLY AS RESPECTS THE OPERATIONS OF THE NAMES INSURED |
| <input type="checkbox"/> 5. INSTALLMENT | <input type="checkbox"/> 11. NAME OF ASSURED | |
| <input type="checkbox"/> 6. AUDIT | <input type="checkbox"/> 12. ADDRESS OF ASSURED | |

☐ IS CHANGED FOR THE PERIOD: ☒ IS AMENDED TO READ AS FOLLOWS:

7. EXCESS UMBRELLA POLICY DECLARATIONS:

ITEM 3. UNDERLYING UMBRELLA LIMITS: \$100,500,000.00

ITEM 4. UNDERLYING UMBRELLA AGGREGATE LIMITS: \$100,500,000.00

ITEM 5. LIMIT OF LIABILITY: \$5,000,000.00 PART OF \$42,000,000.00

ITEM 6. AGGREGATE LIMIT OF LIABILITY: \$5,000,000.00 PART OF \$42,000,000.00

LETTER TERMS AND CONDITIONS REMAIN UNCHANGED.

BY SENT: NEW AMSTERDAM EXCESS OF ILLINOIS
DATE OF ISSUE: JULY 6, 1984

DWL/jmf

☒ TRANSPORT INDEMNITY COMPANY
☐ COMPAC INSURANCE COMPANY

BY: _____

MONS 158902

**ENDORSEMENT
TRANSPORT INDEMNITY COMPANY
COMPAC INSURANCE COMPANY**

END. NO.	POLICY NUMBER	INSURED	END. EFFECTIVE DATE
1	TEL 00831C	MONSANTO COMPANY, ETAL. (AS PER UNDERLYING POLICY)	4/1/84 <small>(12:01 A.M.)</small>

CONFLICT IN WORDING ENDORSEMENT

IT IS UNDERSTOOD AND AGREED THAT WHERE THE INSURING AGREEMENT, DEFINITIONS AND CONDITIONS APPEARING IN THE EXCESS LIABILITY POLICY PRINTED JACKET ARE INCONSISTENT WITH THE INSURING AGREEMENT, DEFINITIONS AND CONDITIONS APPEARING IN THE EXCESS UMBRELLA FORM, THE INSURING AGREEMENT, DEFINITIONS AND CONDITIONS OF THE EXCESS UMBRELLA FORM SHALL APPLY.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this endorsement is attached other than as above stated.

This endorsement when countersigned by a duly authorized representative of the Company shall be valid and form part of the above mentioned policy.

DWL/jmf
4/12/84

☒ TRANSPORT INDEMNITY COMPANY
☐ COMPAC INSURANCE COMPANY

BY: 

MUNS 158903